Consulting Agreement
Number_____
(November 10, 1987)

CONSULTING AGREEMENT

This Agreement is entered into as of this date of Dec. 4, 1987, by and between Apple Computer, Inc., 20525 Mariani Avenue, Cupertino, California 95014 ("Apple") and Point Foundation ("Consultant").

In consideration of the mutual promises contained herein, Apple and Consultant agree as follows:

1. Services.

Apple hereby retains Consultant as an independent contractor, and not as an employee, to perform consulting services for Apple and to carry out the project or projects specified on the Description of Work attached hereto as Exhibit A ("Consultant's Services"), on the terms and conditions set forth herein. Exhibits A, B, C and D attached hereto, are each hereby incorporated by reference.

2. Payment for Services.

In consideration for Consultant's Services, Apple shall pay Consultant the fees set forth on Exhibit A, subject to the terms and conditions herein.

3. Term and Termination.

This Agreement shall commence on the date first written above and shall continue for the period described on the Description of Work, unless sooner terminated by either party, with or without cause, for any reason whatsoever, upon 30 days' written notice. In addition, this Agreement may be terminated by Apple immediately upon written notice to Consultant in the event Consultant is not performing in compliance with the Description of Work, in the event performance is unsatisfactory to Apple's standards or in the event of any breach of the obligations of paragraph 5 or 6 hereof.

Upon termination of this Agreement for any reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except as provided in Section 13(h) hereof and except that any termination of this Agreement shall not relieve Consultant or Apple from any liability arising from any breach of this Agreement. Notwithstanding the foregoing, in the event that Consultant's fees are paid on a milestone achievement basis and Apple terminates the Agreement for its convenience or the Agreement is terminated by reason of the death of Consultant, Apple will pay Consultant on a prorated basis for the portion of the deliverable completed between the previous milestone date and the date of termination.

4. Relationship of Parties.

(a) It is agreed that Consultant's services are made available to Apple on the basis that Consultant shall retain Consultant's individual professional status and Consultant and Consultant's employees are independent contractors to Apple and not Apple

employee(s). Consultant shall use Consultant's own discretion in performing the tasks assigned, subject to the general direction of Apple and subject to the express condition that Consultant shall at all times comply with applicable law.

(b) Neither Consultant nor any of Consultant's employees, associates, consultants, agents, representatives, assignees or successors in interest (collectively, "Consultant's Associates") will be eligible for any Apple employee benefits (including without limitation participation in employee benefits plans such as Apple's Medical Plan, Flexible Benefits Plan, Savings and Investment Plan and other plans, eligibility for Profit-Sharing or other bonus arrangements, or rights to acquire stock under Apple's 1981 Stock Option Plan, Payroll Based Stock Ownership Plan or other plans or arrangements).

(c) Apple will not make deductions from its fees to Consultant for taxes, insurance, bonds or any other subscription of any kind.

(d) Consultant agrees to comply with applicable federal and state labor and employment laws including, but not limited to, Title VII of the 1964 Civil Rights Act , the National Labor Relations Act, the Fair Labor Standards Act, the Immigration Reform and Control Act ("IRCA"), the California Fair Employment and Housing Act, the California Labor Code and the California Industrial Welfare Orders.

(e) Consultant acknowledges and agrees that it is obligated to report as income and pay all applicable taxes in a timely manner on all compensation received by Consultant pursuant to this Agreement.

(f) If required by law or upon request of Apple, Consultant shall maintain workers' compensation and state disability insurance, as well as adequate insurance to protect itself from and indemnify Apple against claims giving rise to any indemnification under this Paragraph 4. Prior to assignment of a Purchase Order number from Apple, Consultant agrees to provide to Apple a Certificate of Insurance evidencing Consultant's liability insurances. Consultant shall maintain at a minimum insurance with the following minimum policy limits: (1) General Liability: Comprehensive General Liability (including Products/Completed Operations),with limits not less than $500,000/$500,000 BI and $500,000 PD or $500,000 Combined Single Limit; (2) Umbrella Liability (including Products/Completed Operations), with limits not less than $1,000,000 each occurrence or a $5,000,000 Combined Single Limit; (3) Auto Liability: Limits not less than $500,000/$500,000 BI and $250,000 PD; (4) 30 day notice period for cancellation or reduction in coverage or limits; (5) Certificate Holder and Additional Insured: Apple Computer, Inc., 20525 Mariani Ave., Risk Management Dept., Cupertino, CA 95014 should be shown as Additional Insured as its interest may appear as regards this contract. In the event Consultant is not carrying the above indicated coverage, a Certificate of Insurance indicating applicable coverages must be approved in advance of the effectiveness of this Agreement by Apple's Risk Management Department.

5. Indemnification.

Consultant agrees to indemnify, hold harmless and, upon Apple's request, defend Apple and Apple's affiliates, directors, officers, employees, agents and independent contractors from and against all claims, charges, causes of action of any type in law or equity, liabilities, damages, losses and expenses, including but not limited to interest, penalties, reasonable attorneys' fees and costs of suit arising out of or in connection with, in whole or in part:

(a) Consultant's failure to comply with the terms of this Agreement and/or any other federal, state or local law, statute, regulation or ordinance.

(b) Any negligent act, omission, or wilful misconduct of Consultant or consultant's employees or agents in the performance of services hereunder, including but not limited to the extent such act or omission causes or contributes to (1) any bodily injury, sickness, disease or death (2) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting therefrom).

6. Confidentiality.

Consultant agrees that Consultant and all of Consultant's Associates shall keep in confidence all information relating to the products, product plans, methods of manufacture, trade secrets, secret processes, customers and markets of Apple, designs, business plans, business opportunities, finances, research, development, know-how or personnel data, and all other confidential knowledge, data and information related to the business or affairs of Apple (collectively, "Confidential Information") that may be acquired pursuant to or in connection with this Agreement or the relationship or relationships contemplated by this Agreement. During and after the term of this Agreement, neither Consultant nor any of Consultant's Associates will, without the prior written consent of an officer of Apple, publish, communicate, divulge or disclose any of such Confidential Information. If any portion of the work performed pursuant to this Agreement is of a classified nature, or develops into such, Consultant agrees to execute such further written assurances and/or obtain clearances as may become necessary. Consultant further agrees to preserve the security of such work in compliance with all applicable rules and regulations of the United States. Upon termination of this Agreement and at the request of Apple; Consultant will return to Apple all records, data, notes, reports, sketches, material, equipment and other documentation and other property, and all reproductions of the same, furnished by Apple or developed or prepared pursuant to the relationship or relationships hereunder.

Confidential Information includes but is not limited to the information described generally on Exhibit B hereto.

Notwithstanding the foregoing, it is agreed that Confidential Information shall not include any information which: (a) is known to Consultant at the time of disclosure to Consultant by Apple; (b) has become publicly known through no wrongful act of Consultant; (c) has been rightfully received by Consultant from a third party without restriction on disclosure and without breach of any agreement with Apple; (d) has been independently developed by Consultant as evidenced by appropriate documentation; (e) has been approved for release by written authorization executed by an authorized officer of Apple; or (f) is required to be disclosed by Consultant pursuant to a requirement of law.

7. Proprietary Information.

(a) Neither Consultant nor any of its Associates shall remove any Apple property from Apple's premises without the prior written consent of Apple. The product of all work performed in whole or in part by Consultant or any of Consultant's Associates in the course of the relationship or relationships established by this Agreement, including without limitation notes, reports, documentation, drawings, computer programs (source code, object code and listings), customer lists, inventions, creations, works, devices, masks, mask works, models, work-in-progress and deliverables (collectively, "Proprietary Information") shall be the sole property of Apple, and Consultant hereby assigns to Apple all right, title and interest in and to the Proprietary Information, including but not limited to all patent rights, copyrights (including audiovisual copyrights), mask work rights, trade secret rights and other proprietary rights therein. During and after the term of this Agreement, Consultant and its Associates shall assist Apple and its nominees in every reasonable way, at Apple's expense, to document, secure, maintain and defend for Apple's own benefit in any and all countries all copyrights (including audiovisual copyrights),

patent rights, mask work rights, trade secret rights and other proprietary rights in and to the Proprietary Information.

(b) At Apple's option, Apple shall be entitled to use in advertising and other materials the name of Consultant or any of its Associates performing the Services.

8. Other Proprietary Rights.

To the extent that Consultant has copyrights (including audiovisual copyrights), patent rights, mask work rights, trade secret rights or other rights related to the work to be performed under this Agreement (collectively, "Related Rights"), Consultant grants Apple, and Apple's subsidiaries and affiliates, a royalty-free, irrevocable, worldwide, non-exclusive license to make, have made, sell, use, disclose, reproduce, modify, distribute, perform and display such Related Rights. Consultant shall indemnify, hold harmless and, at Apple's request, defend Apple, its subsidiaries and affiliates from and against all claims, liabilities, damages, losses and expenses including, but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with all claims that the use or disclosure of the Related Rights by Apple or any of its subsidiaries or Affiliates or by Consultant or any of its Associates violates any third party's rights.

9. No Conflicts

Consultant represents and warrants that Consultant is free to enter into this Agreement and that the performance of this Agreement by Consultant and its Associates, if any, will not conflict with or constitute a breach under any other agreement to which Consultant or any of its Associates is bound. Apple and Consultant agree that Consultant and its Associates are free to engage in other consulting activity during the term of this Agreement, provided that neither Consultant nor any of its Associates during the term of this Agreement engage in any such consulting services or enter into any agreement inconsistent with or in conflict with any provision hereof. With respect to all subject matter, including without limitation ideas, processes, designs, and methods, which Consultant discloses or uses in its performance under this Agreement and which are not assigned to Apple pursuant to Paragraph 6, Consultant represents and warrants that it has the right to make such disclosure and use without liability to others.

10. Consultant's Associates.

(a) Each of Consultant's Associates with access to Confidential Information or Proprietary Information of Apple or who performs work pursuant to this Agreement shall sign Apple's "Confidentiality and Technology Disclosure Agreement" and Apple's "Letter Agreement for Contractor's Employees" as these documents may be amended from time to time.

(b) Consultant shall exercise its own discretion in determining its work location, hours and rules. However, to the extent Consultant or Consultant's Associates shall be on the premises of Apple, they shall observe the working hours and working rules of such premises. Upon Apple's request, Consultant shall promptly replace any of Consultant's Associates assigned to perform or assist in the performance of the Services.

11. Solicitation of Employees.

In consideration for the mutual promises contained herein, Consultant agrees not to solicit the services of or employ any of Apple's employees during the term of this Agreement and for a period of six (6) months thereafter without Apple's prior written consent.

12. Soliciting Independent Contractors

(a) In consideration for the mutual promises contained herein, Consultant agrees not to solicit the services of, employ, or refer for six months following the termination of an individual's services at Apple, for purposes of fulfilling this Agreement or any other agreement with Apple, any Consultant's Associate furnished to Apple by any of Apple's Consultants during the term of this Agreement without Apple's prior written consent.

(b) Consultant agrees that Apple may solicit any of Consultant's Associates at any time while the Associate is providing services to Apple, subject to payment of a finder's fee if Apple hires the Associate. Apple agrees to pay a finder's fee of $_____ for each Associate it hires.

(c) Consultant agrees that Apple may solicit any Associates at any time after the Associate has ceased providing services for Apple. Apple agrees to pay a fee of $_____ for each Associate it hires in the first 90 days after the Associate has ceased providing services for Apple. If Apple hires an Associate after the 90th day, no fee shall be due or payable.

13. Miscellaneous.

(a) **Assignment.** The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators, as the case may be; provided however that, since Apple has specifically contracted for Consultant's services, Consultant may not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of Apple. Apple may in its discretion assign this Agreement in whole or in part.

(b) **Equitable Relief.** Because Consultant shall have access to and become acquainted with Confidential Information and Proprietary Information of Apple, Consultant acknowledges that breach of any of the provisions of this Agreement by Consultant or any of its Associates shall result in irreparable harm to Apple, and Consultant agrees that Apple shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that Apple may have.

(c) **Export.** Consultant shall not export outside the United States, if Consultant is a United States company or citizen, and shall not reexport, if Consultant is a foreign company or citizen, any Confidential Information or Proprietary Information of Apple, or any direct product thereof, except as authorized in advance by Apple, in writing, and permitted by the laws and regulations of the United States.

(d) **Attorneys' Fees.** If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, costs of suit and expenses in addition to any other relief to which such prevailing party may be entitled.

(e) **Governing Law; Severability.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Both parties agree that any litigation or arbitration between the parties shall take place in Santa Clara County, California, and both parties waive any objection to personal jurisdiction or venue in any forum located in that County. If any provision of this Agreement other than those provisions relating to the assignment of rights to Apple is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

(f) **Notices.** Any notice required or permitted hereunder shall be given to the appropriate party at the address specified beneath such party's signature below or at such other address as the party may hereafter specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address, three (3) business days after the date of mailing if sent by certified or registered mail, or one business day after the date of deposit with Federal Express or similar overnight courier.

(g) **Arbitration.** At the option of either party, any and all disputes or controversies whether of law or fact and of any nature whatsoever arising from or respecting this Agreement shall be decided by arbitration by the American Arbitration Association in accordance with the commercial rules and regulations of such Association.

Arbitration shall take place in Santa Clara County. At the request of either party, arbitration proceedings will be conducted in the utmost secrecy; in which case all documents, testimony and records shall be received, heard and maintained by the arbitrators in secrecy under seal, available for the inspection only of Apple or Consultant and their respective attorneys and experts, who shall agree in advance and in writing to receive all such information confidentially and to maintain such information in secrecy until such information shall become generally known. The arbitrator shall be able to decree any and all relief of an equitable nature, including but not limited to such relief as a temporary restraining order, a temporary and/or a permanent injunction, and shall also be able to award damages, with or without an accounting and costs. The decree or judgment of an award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Reasonable notice of the time and place of arbitration shall be given to all persons, other than the parties, as shall be required by law, in which case such persons or those authorized representatives shall have the right to attend and/or participate in all the arbitration hearings in such manner as the law shall require.

(h) **Survival of Terms.** The provisions of paragraphs 5, 6, 7, 8, 9, 10, 11 and 12 hereof shall survive termination of this Agreement.

(i) **Complete Understanding; Modification.** This Agreement, the Description of Work and the General Description of Apple Confidential Information attached hereto constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersede all prior understandings and agreements relating to such subject matter. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto; provided, however, that **neither this Agreement nor any modification hereto shall be effective as against Apple unless signed by the Apple Authorized Representative designated on the Description of Work attached hereto, or such person's successor or superior, and approved by Apple's Legal Department.** The provisions of this Agreement shall prevail over any conflicting provisions in a purchase order, acceptance notice or other document.

(j) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of this 4th day of Dec., 1987.

"APPLE"

Apple Computer, Inc.

_____
(print name)

Address:
20525 Mariani Avenue
Cupertino, CA 95014

By: _____

Title: _____

Division No._____

Department No._____

"CONSULTANT"

POINT FOUNDATION
(print name)

Address:
27 Gate Five Rd.
Sausalito CA 94965

By: Kevin Kelly

Title: President

Taxpayer ID# 94-2147154

NOTE: THIS AGREEMENT IS NOT ENFORCEABLE AGAINST APPLE AND NO PAYMENTS BY APPLE WILL BE MADE HEREUNDER UNLESS (1) THE DESCRIPTION OF WORK ATTACHED HERETO AS EXHIBIT A IS COMPLETED AND EXECUTED, (2) A CERTIFICATE OF INSURANCE HAS BEEN OBTAINED, AS REFERENCED IN SECTION 4 HEREOF (OR A WAIVER HAS BEEN OBTAINED FROM APPLE'S RISK MANAGEMENT GROUP IN CUPERTINO), (3) REQUIRED APPROVAL HAS BEEN OBTAINED AS DESCRIBED ON THE APPROVAL SHEET ATTACHED AND (4) AS APPROPRIATE, EXHIBITS B, C AND D ARE COMPLETED AND SIGNED.

CONSULTANTS:
PLEASE RETURN SIGNED ORIGINAL TO YOUR CONTACT PERSON AT APPLE.

APPLE EMPLOYEES :
PLEASE RETURN ONE SIGNED ORIGINAL TO APPLE'S CONTRACTOR CLEARINGHOUSE AT MAIL STOP 23-SU, CUPERTINO, CA, U.S.A., FOR FINAL RECORDING AND FIRE-PROOF STORAGE.

[THIS ATTACHMENT IS AVAILABLE BY APPLELINK FROM THE CONTRACTOR CLEARINGHOUSE OF THE HUMAN RESOURCES DEPT., APPLE CUPERTINO.]

EXHIBIT A

DESCRIPTION OF WORK

1. Parties.

a. Name of Consultant: Point Foundation

b. Consulting Agreement No.: _____

c. Principal Apple Contacts:

1. Apple Authorized Representative:

Name: _____

Department: _____

Department Name_____

Division No._____

Department Manager*: _____

2. Contractor Clearinghouse Representative:

Name: _____

_____

* This Description of Work must be approved and signed by an Apple Authorized Representative who is a manager with sufficient authority to approve the associated purchase order.

The nature of Consultant's Services shall be subject to the determination of the Apple Authorized Representative or such person's successor or superior. Such persons shall be the only individuals authorized to determine the activities of Consultant.

2. Term of Consulting Agreement

The Consulting Agreement shall continue until the project or projects designated in paragraph 3 hereof shall be completed or until __ months from the date hereof, whichever shall first occur, unless earlier terminated or extended in accordance with the terms of the Consulting Agreement or the provisions of paragraph 3 of the Consulting Agreement.

3. Services to be Provided.

Consultant shall render such services as Apple may, in writing, from time to time request connection with the following project:

general description of project:

Consultant will render such services as Apple may from from time to time request in writing in connection with:

Compact Disc version of the Whole Earth HyperCard Stackware Toolbox.

Including, without limiting the following:

detailed description of work to be done:

Elaboration of the two previously completed stacks of the Whol Earth Learning disc project, including additionalsound samples and narrations, graphic, and textual material.

Production of various new stackware and tools review materials including descriptions and tools related to the construction o the Stackware Toolbox itself. Completion without graphics or s of the remaining nine stacks of the existing Whole Earth Learn

Percent of time per week anticipated to be spent on Apple premises: _____%

Disc project, including proofreading and linking of cards.

Consultant shall upon Apple's request, but in any event no less frequently than once each month, report to Apple on the status of the project or projects performed by Consultant hereunder. Upon notice to Consultant, Apple has the right to inspect Consultant's work in progress and to receive copies of all or any portion thereof.

4. Fee Schedule

A. Fees

List here the description, schedule and reimbursement for each phase of the project. Use additional sheets if necessary.

	Milestone (Description of work to be completed and accepted before payment is made)	*Date Due*	*Payment*
1.	Signing of Agreement	Dec. 4, 87	$ 50,000
2.	Whole Earth HyperCard Stackware Toolbox completed and ready for pressing as Compact Disc	Feb. 15'88	$ ____

3. _____ _____ $_____

4. _____ _____ $_____

5. _____ _____ $_____

Total value of contract: $ 50,000

Acceptance of Milestone Achievement

Within _____ ( ) working days after delivery of a specified deliverable by Consultant, Apple will provide Consultant with a written notice of acceptance or rejection of such deliverable . In the event Apple rejects the deliverable, Apple may at its option reject the deficient deliverable outright or require the Consultant, at Consultant's own expense, to revise the deliverable to render it acceptable to Apple. Consultant will have _____ (__) working days to submit the revised deliverable to Apple and Apple will accept or reject such revised deliverable within _____ (__) working days of receipt. If Apple fails to notify Consultant within the specified time, Apple will be deemed to have accepted the deliverable.

Termination for Failure to Reach Milestone

Consultant understands and agrees that if any milestone described above has not been accepted by Apple in accordance with the above procedures by the respective Milestone Due Date indicated above, Apple may terminate this Agreement upon 30 days' written notice to Consultant. Notwithstanding the foregoing, however, Apple may at its sole option provide in such notice that the Agreement shall not terminate, and shall continue in full force and effect, if Consultant completes and Apple accepts the relevant Milestone deliverable prior to completion of the 30-day notice period.

B. Expenses

Consultant agrees that the above fees constitute Consultant's entire remuneration for the Services, and that Consultant shall not be entitled to receive reimbursement for any expenses incurred in connection with performance of the Services absent prior written approval of Apple obtained in the manner specified by the Consulting Agreement.

In the event any change in the scope of Services results in a material increase or decrease in the cost or time for completion of the Services, the contract amount and schedule may upon the mutual written agreement of the parties be renegotiated. If at any

time during the performance of this contract any phase of the required tasks appear to be impossible of execution or if any phase of the required task cannot be completed on schedule, it is agreed that Consultant will notify Apple of the same within one (1) day of such determination. At the time of such notification, Consultant shall explain to Apple the reasons the task cannot be completed in a timely manner and, at Apple's option, the parties shall develop an alternative procedure and schedule for achieving the desired result.

The total amount authorized to be paid to Consultant under the Consulting Agreement, for fees and expenses, is $___. This amount shall not be exceeded without a written modification to the Consulting Agreement or this Description of Work.

5. Equipment

Consultant shall supply all equipment required to be used by Consultant and its Associates to complete the Services pursuant to this Consulting Agreement, except for the following equipment, which shall be provided by Apple for the duration of this Consulting Agreement but which shall remain the property of Apple and shall be returned to Apple immediately upon termination of this Consulting Agreement (the "Apple Equipment"):

Equipment Type	Serial No.

No license or other right is hereby granted in or to the Apple Equipment, except the right to utilize such Equipment in order to provide the Services hereunder. The Apple Equipment shall be considered Apple Proprietary Information as defined in the Consulting Agreement and shall be subject to all of the provisions of the Consulting Agreement relating to Proprietary Information.

6. Consulting Agreement

This Exhibit A is part of and incorporated by reference into the Consulting Agreement referred to in paragraph 1 hereof.

"Apple"

Apple Computer, Inc.

_____
(print name)

By: _____

Title: _____

Division No._____

Department No._____

"CONSULTANT"

POINT FOUNDATION

(print name)

By: Kevin Kelly

Title: President

EXHIBIT B

General Description of Apple Confidential Information

Apple Confidential Information to be disclosed to Consultant includes but is not limited to the following information. This is intended to be a general description and not a complete listing of the principal areas of Apple Confidential Information initially anticipated to be disclosed:

LETTER AGREEMENT FOR CONTRACTOR'S EMPLOYEES

I understand and agree that I am employed by a firm or agency (hereinafter "Contractor"). I have been assigned by the Contractor to provide contract services to Apple.

I understand and agree that my wages shall be paid by the Contractor and that the Contractor shall be responsible for providing any and all statutory benefits of employment, including but not limited to workers' compensation insurance.

I understand and agree that I am not Apples' employee and that I am not eligible for any Apple employee benefits. I hereby agree that I will immediately notify Apple in writing if at any time I believe that I am an Apple employee or if I believe that any other statements made in this Letter Agreement are inaccurate in any way. If I fail to so notify Apple in writing of any statements in this Letter Agreement that I believe are inaccurate in any way, my failure to so notify Apple will attest to the accuracy of the statements in this Letter Agreement.

_____
(Date)

I am an employee of:

_____
(Name of Firm or Agency)

_____
(Print Name)

_____
(Signature)

Exhibit C

Apple Computer, Inc.

CONFIDENTIALITY AND TECHNOLOGY DISCLOSURE AGREEMENT
(Apple Discloses)

Receiving Party agrees that information disclosed by Apple Computer, Inc., ("Apple"), including information acquired by Receiving Party from Apple employees or inspection of Apple's property, relating to Apple's products, designs, business plans, business opportunities, finances, research, development, know-how or personnel, confidential information disclosed to Apple by third parties and information particularly with regard to the: Specifications and working software and hardware for the Apple Scanner project. Specifications and marketing plans for the Apple CD-ROM project. shall be considered Confidential Information.

Receiving Party agrees to maintain the confidence of the Confidential Information and to prevent its unauthorized dissemination; provided however that this Agreement shall impose no obligation on the Receiving Party with respect to maintaining the confidence of Confidential Information which 1) is generally known or available by publication, commercial use or otherwise or 2) is known by Receiving Party at the time of disclosure and is not subject to restriction.

Receiving Party agrees not to use the Confidential Information for purposes other than those necessary to directly further the: _____

Further, Receiving Party expressly agrees not to manufacture parts or components incorporating the Confidential Information for its own account or for the account of a third party unless expressly released by Apple in writing.

Receiving Party agrees to return all Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof, to Apple on Apple's written request.

Receiving Party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, Receiving Party agrees that Apple shall have the right to seek and obtain immediate injunctive relief from breaches of this Agreement, in addition to any other rights and remedies it may have.

Receiving Party will not export outside the United States, if a United States company or citizen, or reexport, if a foreign company or citizen, any Confidential Information or direct product thereof, except as permitted by the laws and regulations of the United States and by Apple in writing. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Understood and Agreed:

Point Foundation
"Receiving Party"

Kevin Kelly 12/7/87
By (signature) Date

Kevin Kelly, President
Printed Name and Title

Witnessed:

Apple Computer Inc.
"Apple"

By (signature) Date

Printed name and Title

3/9/87

RETURN SIGNED ORIGINAL TO THE LEGAL DEPARTMENT M/S 28B CUPERTINO, CA U.S.A.

EXHIBIT D